

# EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

PATENT GROUP, LLC,

Relator,

v.

WOODSTREAM CORPORATION,

Defendant.

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CIVIL ACTION NO. 6:10-CV-00346

JURY

**STIPULATED DISMISSAL WITH PREJUDICE**

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure and the terms of a separate Settlement and Release Agreement, the Relator, Patent Group, LLC (“Relator”) and Defendant Woodstream Corporation (“Defendant”), have agreed to settle, adjust, and compromise all claims and counterclaims against each other in the above-captioned action. The parties, therefore, stipulated to dismiss all claims by Relator against Defendant made therein with prejudice to the refiling the same.

Relator and Defendant further stipulate that all costs and expenses relating to this litigation (including attorney and expert fees and expenses) shall be borne solely by the party incurring the same.

A proposed Order accompanies this motion.

AGREED:

Dated: October 25, 2010

Respectfully submitted,

MORGAN LEWIS & BOCKIUS LLP

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ATTORNEYS FOR DEFENDANT  
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ATTORNEYS FOR RELATOR  
PATENT GROUP, LLC

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

PATENT GROUP, LLC,

Plaintiff,

v.

WOODSTREAM CORPORATION,

Defendant.

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CIVIL ACTION NO. 6:10-CV-00346

JURY

**ORDER OF DISMISSAL WITH PREJUDICE**

The Court, having considered the Stipulated Dismissal filed by the Parties herein, finds that the Parties have reached a settlement and that this action should be dismissed with prejudice to the refiling of same.

The Court hereby HOLDS and ORDERS that any and all claims by Patent Group on behalf of itself, the United States and the general public, regarding Woodstream's alleged false marking or advertising or causing or contributing to the false marking or advertising under 35 U.S.C. § 292 are fully resolved and hereby dismissed with prejudice with respect to the following products manufactured and sold by Woodstream: Perky-Pet Brand No. 3362, Squirrel-Be-Gone; Fi-Shock<sup>TM</sup> 4" Ribbed Tube Insulators, Model 500-540; Snake-A-Way snake repellent, Models DT364, DT3645, DT364B, DT363, and DT362; Mouse Snap Trap animal trap, Models M032, M035, and M038; Safer Brand 3-in-1 garden spray, Model 5462; and Perky-Pet Brand AntGuard, Model 242.

The Court hereby HOLDS and ORDERS that compliance with the terms of the Settlement Agreement between the Parties fully resolves any issue relating to Woodstream's marking of its Perky-Pet Brand No. 3362, Squirrel-Be-Gone with U.S. Patent No. 4,646,686.

The Court hereby HOLDS and ORDERS that compliance with the terms of the Settlement Agreement between the Parties fully resolves any issue relating to Woodstream's marking of its Fi-Shock<sup>TM</sup> 4" Ribbed Tube Insulators, Model 500-540 with U.S. Patent No. 4,580,767.

The Court hereby HOLDS and ORDERS that compliance with the terms of the Settlement Agreement between the Parties fully resolves any issue relating to Woodstream's marking of its Snake-A-Way snake repellent, Models DT364, DT3645, DT364B, DT363, and DT362, with U.S. Patent No. 5,104,900.

The Court hereby HOLDS and ORDERS that compliance with the terms of the Settlement Agreement between the Parties fully resolves any issue relating to Woodstream's marking of its Mouse Snap Trap animal trap, Models M032, M035, and M038, with U.S. Patent No. 4,245,423 and No. D300,163.

The Court hereby HOLDS and ORDERS that compliance with the terms of the Settlement Agreement between the Parties fully resolves any issue relating to Woodstream's marking of its Safer Brand 3-in-1 garden spray, Model 5462, with U.S. Patent No. 5,093,124.

The Court hereby HOLDS and ORDERS that compliance with the terms of the Settlement Agreement between the Parties fully resolves any issue relating to Woodstream's marking of its Perky-Pet Brand AntGuard, Model 242, with U.S. Patent No. 4,782,662 and No. 4,890,416.

The Court hereby HOLDS and ORDERS that Woodstream and those acting in concert therewith and/or selling products manufactured by Woodstream may have a reasonable period of time in which to sell, without further liability, inventory of the following products manufactured on or before the date of this Order: Perky-Pet Brand No. 3362, Squirrel-Be-Gone; Fi-Shock<sup>TM</sup>

4” Ribbed Tube Insulators, Model 500-540; Snake-A-Way snake repellent, Models DT364, DT3645, DT364B, DT363, and DT362; Mouse Snap Trap animal trap, Models M032, M035, and M038; Safer Brand 3-in-1 garden spray, Model 5462; and Perky-Pet Brand AntGuard, Model 242.

The Court hereby HOLDS and ORDERS that the Patent Group has the standing to act on behalf of the United States and the General Public pursuant to 35 U.S.C. § 292.

The Court hereby HOLDS and ORDERS that the Patent Group has a valid statutory partial assignment of rights from the United States to pursuant to 35 U.S.C. § 292.

The Court hereby HOLDS and ORDERS that the claims asserted in this action by the Patent Group on behalf of the United States and the general public are hereby dismissed with prejudice.

IT IS SO ORDERED.